

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:)	Docket No. I&/SE 94/95-004
)	
"OLD HAMMER FIELD" /)	IMMINENT OR SUBSTANTIAL
Fresno Air Terminal)	ENDANGERMENT ORDER AND
Hangar P-3 Corridor Area)	REMEDIAL ACTION ORDER
Fresno, Fresno County)	
)	
Responsible Party:)	
)	
ROCKWELL INTERNATIONAL)	Health and Safety Code
CORPORATION)	Sections 25355.5(a)(1)(B)
)	and 25358.3(a)
)	

INTRODUCTION

1.0 Parties. The State Department of Toxic Substances Control (Department) issues this Imminent or Substantial Endangerment Order and Remedial Action Order (Order) to Rockwell International Corporation (hereinafter "Rockwell"), a Delaware corporation doing business in California, Responsible Party.

2.0 Relationship to Other Entities. The Department has previously entered into an Agreement with the U.S. Army Corps of Engineers, the City of Fresno, and the National Guard Bureau. That Agreement provides for the investigation and remediation of the Old Hammer Field/Fresno Air Terminal site, shown on Attachment 1. Rockwell represents to the Department that Rockwell has executed an agreement with the U.S. Army Corps of Engineers and the City of Fresno which provides for cooperation and cost sharing among the parties thereto relating to the investigation and remediation of a portion of the Old Hammer Field/Fresno Air Terminal (FAT) Site.

3.0 Site. This Order applies to the "Hangar P-3 Corridor Area" located at Old Hammer Field/FAT Site, Fresno, Fresno County, California (Site), as shown on attached maps (Attachments 1 and 2) and any area off-site of the Hangar P-3 Corridor Area to or under which a release of hazardous substances has migrated, reasonably threatens to migrate, from a source on or at the Hangar P-3 Corridor Area. For the purposes of obtaining permits, the terms "on-site" and "off-site" shall have the same meaning as provided in the NCP, and "off-site" shall mean all locations that are not "on-site."

4.0 Jurisdiction. Section 25358.5(a) of the Health and Safety Code authorizes the Department to issue an Order when the Department determines that there may be an imminent or substantial endangerment to public health or welfare or to the environment, because of a release or a threatened release of a hazardous substance.

4.1 Section 25355.5(a)(1)(B) of the Health and Safety Code authorizes the Department to issue an Order establishing a schedule for removing or remedying a release of a hazardous substance at a site, or for correcting the conditions that threaten the release of a hazardous substance. The Order may include, but is not limited to, requiring specific dates by which the nature and extent of a release shall be determined and the site adequately characterized, a remedial action plan prepared and submitted to the Department for approval, and a removal or remedial action completed.

5.0 Definitions. Except as noted below or otherwise explicitly stated, the definitions provided in the Comprehensive Environmental Response, Compensation, and Liability Act, Public Law 96-510, 42 U.S.C. section 9602 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law 99-499, as amended ("CERCLA/SARA"), the Resource Conservation and Recovery Act of 1976, Public Law 94-580, 42 U.S.C. section 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984, Public Law 98-616, as amended ("RCRA/HSWA"), the National Oil and Hazardous Substances Pollution Contingency Plan" or NCP regulations contained in 40 CFR 300.1 et seq., California Health and Safety Code, and Title 22 of the California Code of Regulations shall control the meaning of terms used in this Order. Where definitions differ among these statutes and regulations, the California definitions shall control. Further, such differences will be resolved in a manner consistent with Section 5.0 (Definitions) of the Old Hammer Field Agreement.

a. "Days" shall mean calendar days. Any submittal that under the terms of this Order would be due on Saturday, Sunday, or state or federal holiday shall be due on the following business day.

b. "Department" shall mean the Department of Toxic Substances Control, its successors, and authorized representatives.

c. "Old Hammer Field Agreement" shall refer to the Potentially Responsible Party Agreement for: "Old Hammer Field" between the City of Fresno, National Guard Bureau, U.S. Army Corps of Engineers, the Department of Toxic Substances Control, and the Regional Water Quality Control Board that became effective on October 3, 1994.

d. "Potentially Responsible Party Cost Sharing Agreement" or "PRP Cost Sharing Agreement" shall refer to the cooperative agreement between the City of Fresno, U.S. Army Corps of Engineers, and Rockwell International that became effective on February 19, 1993.

FINDINGS OF FACT

The Department hereby finds:

6.0 Liability of RP. North American Aircraft, Incorporated ("NAA") leased approximately 35 to 40 buildings at the Hangar P-3 Corridor Area in the northeast industrial area at FAT between 1951 and 1957. Rockwell is the corporate success-in-interest to NAA.

6.1 NAA operated at Hangar P-3 and the surrounding buildings a facility for the modification of aircraft for the Air Force and Air National Guard. NAA started operations at the facility in 1951 to repair and rework planes damaged in the Korean War. Subsequently, modification of the F-86 Sabrejet and the NAA T-6 Trainers, among other activities, were undertaken at the Facility. Based upon information provided by Rockwell, the following Air Force contract numbers identify contracts between NAA and the Department of the Air Force. These are the principal contracts which brought NAA to FAT and under which NAA manufactured, rehabilitated, or reworked military aircraft during the mid-1950's: AF04(606)1405, AF04(606)4153, AF04(606)4154, AF04(606)4441, AF33(038)9546, AF33(038)19831, AF33(038)16918, AF33(038)18987, and AF33(038)20577.

6.2 The activities performed by NAA at FAT, in addition to aircraft modification, were: metal manufacturing; sheet metal assembly; electrical assembly; cleaning and painting aircraft; manufacturing aircraft components, aircraft repair, and testing jet engines.

7.0 Physical Description of Site. The Site is located within the San Joaquin Valley of the Central Valley of California and is within the corporate boundaries of the City of Fresno. The boundaries of the Site are shown on Attachment 2. The boundaries of FAT are shown on Attachment 1. The areas north, west, and south of the Site are predominantly residential and industrial, while the area east of the Site is primarily agricultural.

7.1 Surface water near the Site is controlled mainly by discharges from the Kings River to irrigation canals. The closest canal is Mill Ditch, which is next to the southern boundary of the Site. A surface water body of major importance to local hydrogeology is the Leaky Acres Recharge Facility, which is located immediately northwest of the Site and has been operational since 1971.

7.2 In the Fresno area all municipal and rural domestic water is pumped from the alluvial aquifers. The aquifer system has been described as unconfined or semiconfined depending on local hydrogeologic conditions. The regional ground water flow direction is generally to the southwest. The depth to ground water, at or near the Site, ranges from 60 to 80 feet below ground surface.

8.0 Site History. The Hangar P-3 Corridor Area has been occupied by numerous governmental and private parties since its construction, in and around the World War II era. The U.S. Army, the Army National Guard, and other parties have conducted operations at the Hangar P-3 site either before or after NAA's tenancy. Those activities, including NAA's, may have contributed to the present environmental conditions at the site. Detailed information on the history of Hangar P-3 Corridor Area is provided in site history documents provided by the City of Fresno and the U.S. Army Corps of Engineers and is a part of the Administrative Record for the Old Hammer Field/FAT Site.

8.1 Ground water contamination by volatile organic compounds (VOCs) has been found in down gradient public supply wells. Additionally, investigations conducted by the National Guard Bureau, U.S. Army Corps of Engineers, Regional Water Quality Control Board, and the City of Fresno have detected VOC contamination in the soil gas, soils, and ground water at the Hangar P-3 Corridor Area and the surrounding area of the Old Hammer Field/FAT Site.

8.2 The Fresno Air National Guard Base and Old Hammer Field/FAT Site, Fresno County, California, were placed on the Site Mitigation Annual Workplan list on January 1, 1990, and January 1, 1991, respectively, as provided in section 25356 of the California Health and Safety Code.

8.3 Old Hammer Field is a Formerly Used Defense Site (FUDS) and is subject to the Defense Environmental Restoration Program 10 U.S.C. section 2701 et seq.

8.4 Due to the variety of previous activities and tenants at the Hangar P-3 Corridor Area, multiple parties may have contributed to the contamination at or originating from the Hangar P-3 Corridor Area. The Department, consistent with the Old Hammer Field Agreement, will cooperate with Rockwell and other parties to identify and include in the site remediation process other Potentially Responsible Parties.

9.0 Substances Found at the Site. The following chemicals of concern have been found at the site: benzene, ethyl benzene, toluene, xylene, tetrachloroethene, trichloroethene, dibromochloropropane, and 1,2-dichloropropane. This list represents chemicals of concern at the site at the time of this Order. Further investigation of the site may identify additional chemicals.

10.0 Health Effects. The following is a description of the acute and chronic health effects associated with the chemicals found at the site. The health effects listed are for general reference and should not be interpreted as effect described on any individual person. In addition, the types of adverse health or environmental effects associated with individual and multiple chemical exposures; the relationship between magnitude of exposures and adverse effects; and related uncertainties such as the weight of evidence for a chemical's potential carcinogenicity in humans has not been determined for this site. Therefore, no site specific inferences should be interpreted for the below listed information:

10.1 BENZENE

- a. Acute Effects: respiratory system irritation, headache, nausea, fatigue, bone marrow depressant, abdominal pain.
- b. Chronic Effects: central nervous system, skin bone marrow, eyes, respiratory system pancytopenia, leukemia.

10.2 ETHYL BENZENE

- a. Acute Effects: skin, nose throat, eye irritant, weakness, dizziness, central nervous system, depression.
- b. Chronic Effects: skin irritant, chronic dermatitis.

10.3 TOLUENE

- a. Acute Effects: fatigue, weakness, confusion, muscle fatigue, insomnia paresthesia, dermatitis, photophobia.
- b. Chronic Effects: central nervous system, liver, kidneys, skin.

10.4 XYLENE

- a. Acute Effects: nose, eye, and throat irritant, dizziness, unconsciousness, nausea, kidney and liver damage.
- b. Chronic Effects: eye damage, dermatitis.

10.5 TETRACHLOROETHENE

- a. Acute Effects: irritation of eyes, nose, and throat, nausea, dizziness, headache, somnolency, erythema.
- b. Chronic Effects: liver, kidneys, eyes, upper respiratory system, central nervous system.

10.6 TRICHLOROETHENE

- a. Acute Effects: skin and eye irritant, central nervous system depression, headache, nausea, vomiting.
- b. Chronic Effects: liver and kidney damage, paresthesia.

10.7 DIBROMOCHLOROPROPANE

- a. Acute Effects: irritant of eyes, skin and mucous membranes, nausea, drowsiness.
- b. Chronic Effects: narcosis, central nervous system depression, male sterility, diminished renal function.

10.8 1,2-DICHLOROPROPANE

- a. Acute Effects: irritant of the skin, eyes, nose and mucous membranes.
- b. Chronic Effects: dermatitis, liver and kidney damage.

11.0 Routes of Exposure. The potential routes of exposure at the Site include, but are not limited to:

- a. ingestion of contaminated ground water or soil;
- b. inhalation of contaminated air, vapors, or wind blown dust; and
- c. dermal contact with contaminated soil or ground water.

12.0 Population at Risk. The population at risk may include:

- a. Nearby residents, Site workers, and users of the Fresno Air Terminal who may ingest contaminated ground water or soil;
- b. Down-wind residents, Site workers and users of the Fresno Air Terminal who may inhale contaminated air, vapors or wind blown dust; and
- c. Site workers who may have dermal contact with contaminated soil or ground water.

CONCLUSIONS OF LAW

13.0 Rockwell is a "responsible party" or "liable person," as defined by Health and Safety Code sections 25319, 25323.5 and 25385.1(g).

14.0 Each of the substances listed in paragraph 8.0 is a "hazardous substance," as defined by Health and Safety Code section 25316, and has been found at the Site.

15.0 A "release" or "threatened release" of the hazardous substances listed in paragraph 9.0 has occurred at or from the Site, as defined by Health and Safety Code section 25320.

16.0 The actual and/or threatened release of hazardous substances at the Site may present an imminent or substantial endangerment to public health or welfare or to the environment.

DETERMINATION

17.0 Based on the foregoing findings of fact and conclusions of law, the Department hereby determines that removal and remedial action is necessary at the Site because there may be an imminent or substantial endangerment to public health or welfare or to the environment.

ORDER

18.0 Based on the foregoing FINDINGS AND DETERMINATIONS, IT IS HEREBY ORDERED THAT Rockwell conduct the following response activities in the manner specified herein, and in accordance with a schedule specified by the Department, as follow:

18.1 Rockwell shall perform the tasks, obligations and responsibilities described in this Section in accordance with applicable laws and consistent with the priorities, guidelines, criteria, and regulations in the NCP, and in accordance with all terms and conditions of this Order, the Old Hammer Field Agreement, and the Potentially Responsible Party Cost Sharing Agreement.

18.2 Consistent with the Old Hammer Field Agreement schedule, Rockwell shall, working cooperatively with the City of Fresno and the U.S. Army Corps of Engineers, undertake, seek adequate funding to fully implement, and report on activities needed to complete the investigation and remediation of the Hangar P-3 Area, consistent with the NCP, as set forth in this Order, the Old Hammer Field Agreement, and the PRP Cost Sharing Agreement.

18.3 Consistent with the Old Hammer Field Agreement schedule, Rockwell will submit to the Department, for approval, all work plans and reports necessary to complete a Remedial Investigation/ Feasibility Study, implement a Removal or Remedial Action, and if necessary long term Operation and Maintenance of the Remedial Action for the Hangar P-3 Corridor Area.

18.4 In the event that any work required to be performed, or any technical report required to be prepared, pursuant to this Order, is to be performed or prepared by a contractor of Rockwell, such contractor, as appropriate to the type of work or document required, shall be either a registered geologist in the State of California or a licensed professional engineer. All deliverable document(s) submitted

to the Department will require the document be stamped and signed by the said registered/licensed professional.

18.5 Rockwell shall complete and transmit drafts of primary and secondary documents, as identified in the Old Hammer Field Agreement and in accordance with the PRP Cost Sharing Agreement, for the Hangar P-3 Corridor Area to the Department for review, comment, and approval in accordance with the provisions of the Old Hammer Field Agreement. However, the Dispute Resolution provision of the Old Hammer Field Agreement shall not be applicable to this Order.

18.6 Rockwell shall complete and transmit each draft primary documents on or before the corresponding deadline established pursuant to this Order, the Old Hammer Field Agreement, and the PRP Cost Sharing Agreement. Rockwell International shall complete and transmit the draft secondary documents in accordance with the target dates established pursuant to this Order, the Old Hammer Field Agreement, and the PRP Cost Sharing Agreement for the issuance of such documents.

18.7 Unless otherwise indicated by the Department, a Draft Final Primary document will become final within thirty (30) days after submittal to the Department.

18.8 All timetables, deadlines, and schedules for document submittal shall be developed and modified consistent with the procedures specified in the Old Hammer Field Agreement, Section 10.

18.9 Timetables, deadlines and schedules of Rockwell may be extended by the Department when good cause is shown. Request and approval of such extensions follow the procedure specified in the Old Hammer Field Agreement, Section 11.

18.10 Any emergency or removal actions conducted at the Site shall be subject to applicable laws and conducted in a manner consistent with CERCLA, the NCP, this Order and the Old Hammer Field Agreement.

18.11 Within ten (10) days after the effective date of this Order, Rockwell shall designate a Project Manager and an alternate (each hereinafter referred to as Project Manager), for the purpose of overseeing the implementation of this Order. The Project Manager shall be responsible for assuring proper implementation of the terms of this Order. Rockwell may change its Project Manager. The Department shall be notified in writing within five (5) days of the change.

18.12 Rockwell shall transmit primary and secondary documents, and comments thereon, and all notices required herein by next day mail, hand delivery, facsimile (followed with an original by first-class mail) or by certified mail, if transmitted sufficiently ahead of the applicable deadline.

18.13 Notice to the Department and Rockwell pursuant to this Order shall be sent to the addresses, telephone and facsimile numbers specified below:

California Department of Toxic
Substances Control
Region 1, Site Mitigation Branch
10151 Croydon Way, Suite 3
Sacramento, California 95827

Phone Number: (916) 255-3714
Facsimile Number: (916) 255-3697

Ms. Majelle E. Jensen
055-T486
Rockwell International Corporation
Rocketdyne Division
6633 Canoga Avenue
Canoga Park, California 91309-7922

Phone Number: (818) 586-6009
Facsimile Number: (818) 586-5889

18.14 This Order does not obligate Rockwell to perform or fund any response action for contamination originating off the Site. Any discovered release of hazardous substances determined to have originated off the site and to have migrated to or under the Site, including ground water plumes determined to have originated off the Site and to have commingled with plumes on the Site, shall be addressed by a separate enforcement action between the appropriate Potentially Responsible Party(ies) and the appropriate regulatory agency(ies) of the State, insofar as any response action is required to be performed or funded off the Site. Such separate enforcement actions shall be compatible with and consistent with the response actions undertaken or to be undertaken pursuant to this Order.

GENERAL PROVISIONS

19.0 Nothing in this Order is intended, nor shall it be construed, to relieve any responsible party of any obligations under state or federal law or under other administrative orders. By issuing this Order, the Department does not waive the right to take further actions against Responsible Parties.

20.0 Responsible Parties are liable for any costs incurred by the Department in responding to a release or threatened release of hazardous substances pursuant to Health and Safety Code section 25360.

20.1 Compensation for any Department support service, oversight costs and expenses rendered in connection with those activities funded by Rockwell will be consistent with the Old Hammer Field Agreement.

21.0 The effective date of this Order is the date it is served on you. Unless otherwise specified, time periods begin from the effective date.

21.1 Any response action by Rockwell underway upon the effective date of this Order and approved by the Department shall be deemed to comply with the terms of this Order. Any response action proposed by Rockwell prior to or upon the effective date of this Order and under review by the Department shall be subject to the terms of this Order.

22.0 Incorporation of Plans, Schedules, and Reports. All plan, schedules, reports, specifications, and other documents that are submitted by Rockwell pursuant to this Order are incorporated in this Order upon the Department's approval or as modified pursuant to Section 18.0 et seq. and shall be implemented by Rockwell. Any material noncompliance with the documents incorporated in this Order, shall be deemed a failure or refusal to comply with this Order.

23.0 Modification of Agreement. This Order may be modified by the Department. Such modification shall be effective upon written notification of Rockwell.

24.0 Termination and Satisfaction. Rockwell's obligations under this Order, except for Rockwell's obligation to pay past and future costs incurred by the Department in responding to the contamination at the Site, pursuant to Sections 20.0 and 20.1, shall terminate and be deemed satisfied upon Rockwell's receipt of written notice from the Department that Rockwell has complied with all the terms of this Order.

25.0 Parties Bound. This Order applies to and is binding upon Rockwell and its successor interest and upon any successor agency of the State of California that may have responsibility for and jurisdiction over the subject matter of this Order.

26.0 All exhibits attached to this Order are incorporated by this reference.

PENALTIES AND PUNITIVE DAMAGES
FOR NONCOMPLIANCE

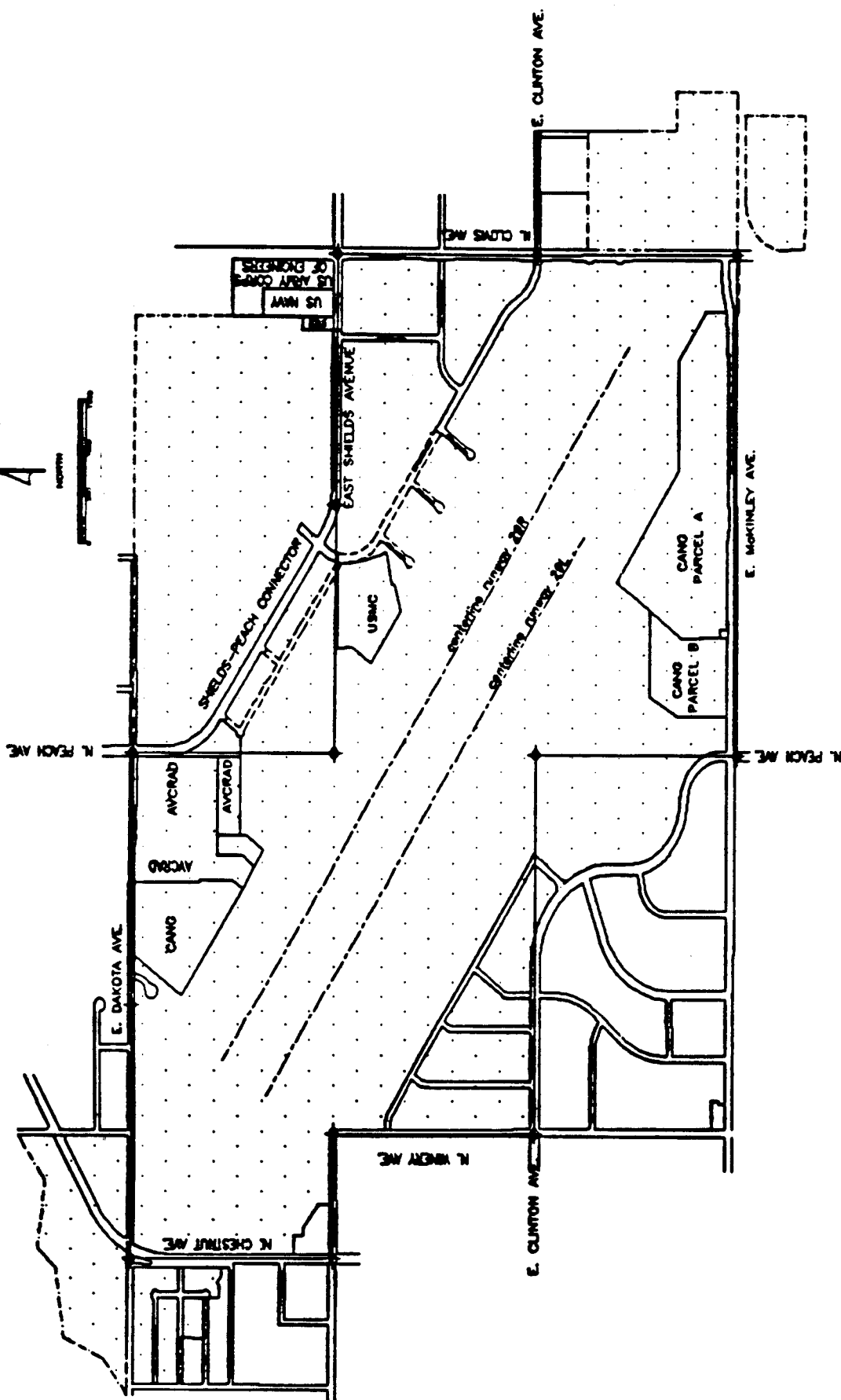
27.0 You may be liable for penalties of up to \$25,000 for each day you refuse to comply with this Order and for punitive damages up to three times the amount of any costs incurred by the Department as a result of your failure to comply, pursuant to Health and Safety Code sections 25359 and 25367(c).

10.4.94
DATE

Anthony J. Landis
ANTHONY J. LANDIS, P.E., Chief
Regional Operations
Office of Military Facilities
Department of Toxic Substances Control

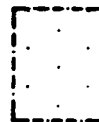
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HQ-Surveillance & Enforcement
Office of Legal Counsel

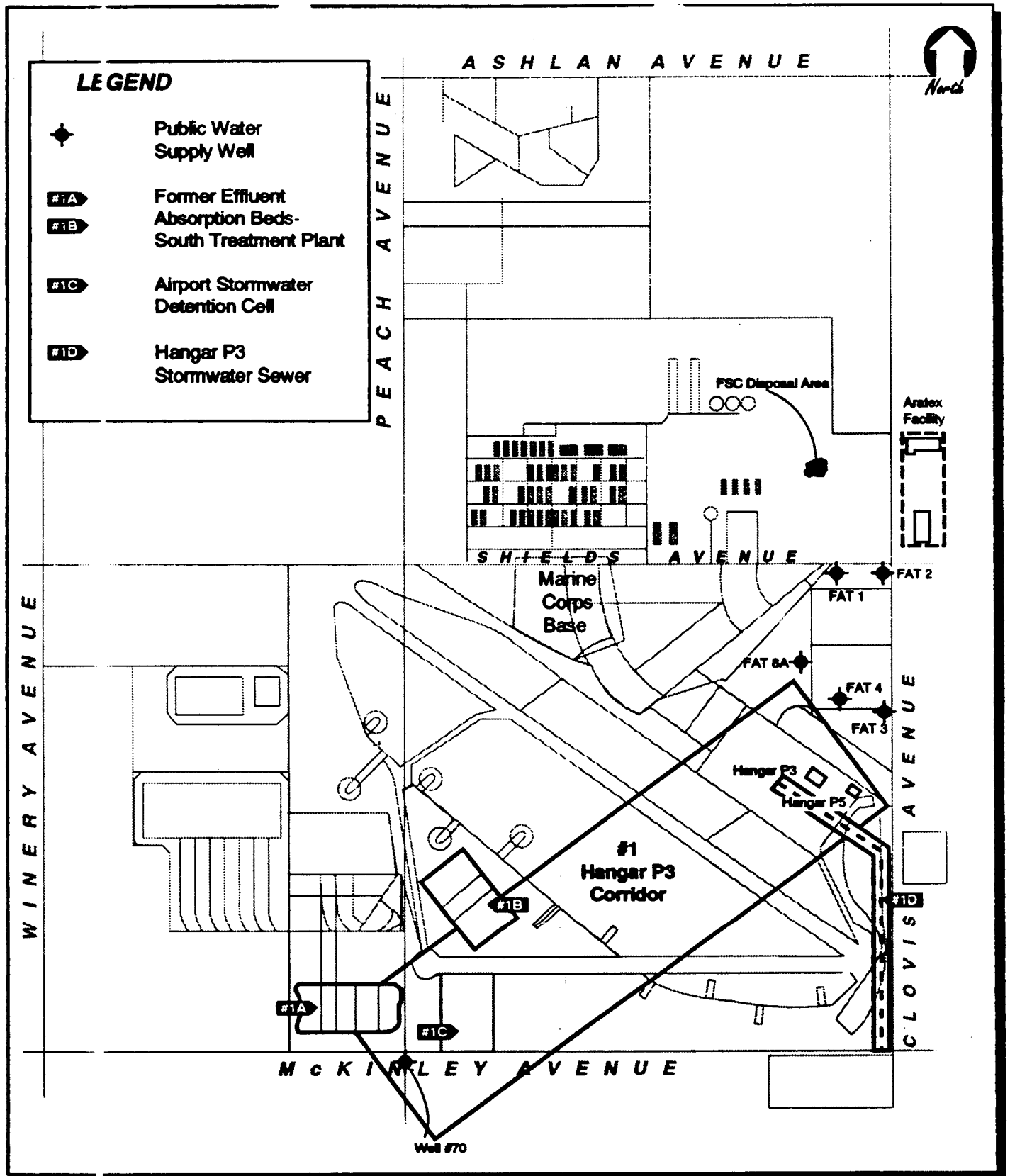
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**FRESNO AIR TERMINAL
FRESNO, CALIFORNIA**

FRESNO AIR TERMINAL PROPERTY





Attachment 2